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Tax Parcels:

- 1-31-14.00-44.23 (Initial Parcel)
- 1-31-14.00-44.23 (Expansion Parcel)
- 1-31-14.00-44.00 (SWM Lot)

PREPARED BY/RETURN TO:

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McAllister, DeTar, Showalter & Walker LLC
100 N. West Street
Easton, Maryland 21601

SHARED FACILITIES MAINTENANCE AGREEMENT

THIS SHARED FACILITIES MAINTENANCE AGREEMENT (“**Agreement**”) is made this _____ day of _____, 2022, by and between HERITAGE SHORES VILLAS, LLC, a Delaware limited liability company (“**Initial Parcel Owner**”), PASSWATERS FARM LLC, a Delaware limited liability company, as owner of the Expansion Parcel (defined below) (“**Expansion Parcel Owner**”) and as owner of the SWM Lot (defined below) (“**SWM Lot Holder**”), Heritage Shores Homeowners’ Association, Inc. (“**Heritage Shores HOA**”), and Villas at Bridgeville Homeowners’ Association, Inc. (“**Villas HOA**”). The Initial Parcel Owner and Expansion Parcel Owner are collectively referred to as the “**Owners**” or individually as an “**Owner**”.

RECITALS

A. The Initial Parcel Owner is the owner of a parcel of real property situated in the Town of Bridgeville (“**Town**”), Sussex County, Delaware, more particularly described on *Exhibit A* attached to the document entitled Reciprocal Easement Agreement with Covenants, Conditions and Restrictions (the “**Easement Agreement**”), which shall be recorded contemporaneously with this Agreement (“**Initial Parcel**”). The Initial Parcel will be subdivided and developed as 152 residential villa units, consisting of eight (8) two-unit duplexes, six (6) four-unit duplexes, four (4) four-unit townhouses, and sixteen (16) six-unit townhouses, and related residential and recreational improvements, including a pool house, swimming pool, splash pad and playground (collectively, “**Phase 1**”).

B. The Expansion Parcel Owner is the owner of a parcel of real property situated in the Town of Bridgeville, Sussex County, Delaware, more particularly described on *Exhibit B* to the **Easement Agreement** (“**Expansion Parcel**”). The Expansion Parcel will be subdivided and developed as 58 residential villa units, consisting of two (2) two-unit duplexes, three (3) four-unit duplexes, and seven (7) six-unit townhouses, and related residential improvements (collectively, “**Phase 2**”). The Initial Parcel and Expansion Parcel are collectively referred to as the “**Parcels**” and individually as a “**Parcel**”.

C. Phase 1 and Phase 2 together will form a single residential community to be known as the “Villas at Bridgeville” (“**Community**”). The Community will be an integrated neighborhood within Heritage Shores, on adjacent lands to the south and west of Heritage Shores, but will have its own separate amenities and be governed by the **Villas HOA**.

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D. The **SWM Lot Holder** is the owner of a parcel of real property situated in the Town of Bridgeville, Sussex County, Delaware, more particularly described on Exhibit C to the **Easement Agreement** (“**SWM Lot**”). The **SWM Lot** will be improved by an extension of storm drain pipes and outfalls and stormwater management ponds to serve the **Community** and residences within **Heritage Shores HOA** within an easement area (“**SWM Easement**”) more particularly described on Exhibit D to the Easement Agreement.

E. The **SWM Lot** will ultimately be conveyed to **Heritage Shores HOA**, and the purpose of this Agreement is to memorialize how the costs associated with the maintenance and repair of the **SWM Lot** and the **SWM Easement** will be shared between **Heritage Shores HOA** and **Villas HOA**.

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the **Owners, the SWM Lot Holder, Heritage Shores HOA** and the **Villas HOA** hereby agree to the following:

1. Until conveyance of the **SWM Lot** to **Heritage Shores HOA**, the costs and expenses of all necessary maintenance of and repairs to any improvements within the **SWM Lot** and to the **SWM Easement**, shall be the responsibility of the **Owners**, and upon completion of the development of the **Community**, the **Villas HOA**, unless any such damage is caused by the negligence of a particular party in which event such party shall be responsible for the repairs.

2. Once the **SWM Lot** is conveyed to **Heritage Shores HOA**, the costs and expenses of maintaining the **SWM Lot** and the **SWM Easement** shall be paid by **Heritage Shores HOA**. **Villas HOA** shall pay to **Heritage Shores HOA** its share of the maintenance costs, calculated to be forty percent (40%) based on twenty-eight (28) acres comprising the **Community** and a total of 71 acres draining into the **SWM Lot**.

3. This Agreement shall be governed and interpreted pursuant to the laws of the State of Delaware.

4. This Agreement shall not be modified except by a writing signed by the **SWM Lot Holder, Heritage Shores HOA** and **Villas HOA**, which writing shall then be recorded among the Land Records.

5. This Agreement shall be perpetual and shall run with the land.

SIGNATURES ON FOLLOWING PAGES

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IN WITNESS WHEREOF, the Parties have executed and acknowledged this Agreement, under seal, on the day and year first above written.

WITNESS:

PASSWATERS FARM, LLC

By: _____ (SEAL)

(Name)
(Title)

STATE OF DELAWARE

COUNTY OF _____

to wit:

I HEREBY CERTIFY that on the _____ day of _____, 2022, before me, the subscriber, a Notary Public in and for the jurisdiction aforesaid, personally appeared _____, who acknowledged himself to be the _____ of Passwaters Farm, LLC, a Delaware corporation, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purpose therein contained as the duly authorized _____ of said company.

WITNESS my hand and notarial seal the year and day first above written.

NOTARY PUBLIC

Printed Name _____

My Commission Expires: _____

ADDITIONAL SIGNATURE PAGES FOLLOW

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WITNESS:

THE HERITAGE SHORES HOMEOWNERS
ASSOCIATION, INC. D/B/A THE HERITAGE
SHORES CLUB

By: _____ (SEAL)

_____ (Name)

_____ (Title)

STATE OF _____

COUNTY OF _____

to wit:

I HEREBY CERTIFY that on the ____ day of _____, 2022, before me, the subscriber, a Notary Public in and for the jurisdiction aforesaid, personally appeared _____, who acknowledged himself to be the _____ of The Heritage Shores Homeowners Association, Inc. d/b/a The Heritage Shores Club, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purpose therein contained as the duly authorized _____ of said Association.

WITNESS my hand and notarial seal the year and day first above written.

NOTARY PUBLIC

Printed Name _____

My Commission Expires: _____

ADDITIONAL SIGNATURE PAGES FOLLOW

DRAFT

WITNESS:

THE VILLAS AT BRIDGEVEILLE
HOMEOWNERS ASSOCIATION, INC.

By: _____ (SEAL)

_____ (Name)

_____ (Title)

STATE OF _____

COUNTY OF _____

to wit:

I HEREBY CERTIFY that on the ____ day of _____, 2022, before me, the subscriber, a Notary Public in and for the jurisdiction aforesaid, personally appeared _____, who acknowledged himself to be the _____ of The Villas at Bridgeville Homeowners' Association, Inc., known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purpose therein contained as the duly authorized _____ of said Association.

WITNESS my hand and notarial seal the year and day first above written.

NOTARY PUBLIC

Printed Name _____

My Commission Expires: _____

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HERITAGE SHORES VILLAS, LLC, a Delaware limited liability company

By: Brookfield Washington, L.L.C., a Delaware limited liability company
its Managing Partner

By: _____(SEAL)
Printed Name: _____
Title: _____

COMMONWEALTH OF VIRGINIA :

: SS.

COUNTY OF FAIRFAX :

BE IT REMEMBERED, that on this ____ day of _____, 2022, personally came before me, the Subscriber, a Notary Public for the Commonwealth and County aforesaid, _____, _____ of Brookfield Washington, L.L.C., a Delaware limited liability company, as Managing Partner of HERITAGE SHORE VILLAS, LLC, a Delaware limited liability company; that the signature of the said _____ is in his/her own proper handwriting; and that the act of signing, sealing, acknowledging and delivering said Agreement was duly authorized by the said limited liability company.

GIVEN under my Hand and Seal of Office the day and year aforesaid.

Notary Public

My Commission Expires: _____